

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

LIGHT OF THE WORLD GOSPEL)	Case No. 8:18-cv-312
MINISTRIES, INC.,)	
)	
Plaintiff,)	
)	DEFENDANT’S UNOPPOSED
v.)	MOTION FOR LEAVE TO FILE
)	INTERPLEADER COMPLAINT
VILLAGE OF WALTHILL, NEBRASKA,)	
)	
Defendant.)	

COMES NOW Defendant Village of Walthill, Nebraska (“the Village”) and hereby moves this Court pursuant to Fed. R. Civ. P. 22(b) for an order granting the Village leave to file its interpleader complaint. In support of its motion, the Village states as follows:

1. After conferring with counsel for Plaintiff Light of the World Gospel Ministries, Inc. (“LOTW”), the motion is unopposed.
2. This case involves claims by LOTW against the Village for damages allegedly suffered by LOTW because of certain actions taken by the Village with regard to certain permits.
3. LOTW and the Village reached a settlement (“the Settlement”) in which, among other things, LOTW agrees to dismiss all claims against the Village. In connection with the Settlement, the parties submitted to the Court a proposed consent decree.
4. The Village has received two notices of attorney’s liens from law firms that formerly represented LOTW in this action, including Saul Ewing Arnstein & Lehr, LLP, and Lathrop GPM, LLP f/k/a Gray, Plant, Mooty, Mooty & Bennette, P.A.
5. On December 8, 2020, the Village’s attorneys received a notice of attorney’s lien from Saul Ewing Arnstein & Lehr LLP against any settlement or judgment in this matter.

6. On February 24, 2021, the Village's attorneys received a notice of attorney's lien from Lathrop GPM, LLP against any settlement or judgment in this matter.

7. CrossCastle, P.A. also represented LOTW for a period of time though the Village has not received a notice of attorney's lien from CrossCastle, P.A. On information and belief, CrossCastle, P.A. may also have a claim against the settlement proceeds.

8. First Liberty Institute currently represents LOTW. The Village has not received a notice of attorney's lien from First Liberty Institute. On information and belief, First Liberty Institute may also have a claim against the settlement proceeds.

9. It is the parties' understanding that the amount claimed in attorney fees and costs by these firms exceeds the total amount of the settlement proceeds.

10. The Village seeks to file the attached proposed interpleader complaint so that the Court can resolve the competing claims to the settlement proceeds and release the Village from any double or multiple liability for claims to the settlement proceeds once the Village deposits the settlement proceeds into the Court's registry.

WHEREFORE, the Village respectfully requests the Court to grant its unopposed motion for leave to file its interpleader complaint.

DATED this 17th day of November, 2021.

VILLAGE OF WALTHILL, NEBRASKA,
Defendant,

By: s/ Jason W. Grams
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ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing motion for leave to file interpleader complaint has been filed in the Court's CM/ECF system which will effect service upon all counsel of record on this 17th day of November, 2021.

s/ Jason W. Grams

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